Sarah E. Howell, #878 Filed for record the 25 day of April A. D. 1933 at 11:24 o'clock A. M.

To

Garland Howell. Fee $.90✓ Maggie Reese Hobbs, Recorder.

AGREEMENT TO SUPPORT.

THIS AGREEMENT, Made and entered into this 25th day of February A. D. 1933, by and between Garland Howell, party of the first part and Sarah E. Howell, party of the second part, all of Madison County, Iowa, WITNESSETH:

The party of the first part in consideration of the covenants, assignments and transfers hereinafter made by the party of the second part hereto agrees to support the party of the second part as long as she shall live.

It is understood by and between the parties to this agreement that the party of the second part is entitled to support whether she maintains a separate residence or whether she maintains her residence with the party of the first part.

It is further understood by and between the parties that the above mentioned support is to include board and lodging in event she maintains her residence with the party of the first part or to include rent of premises and lodging in keeping with the station and life of the party of the second part in event the party of the second part maintains a separate residence.

It is further agreed and understood by and between the parties that the term 'support' shall also include all necessary and reasonable expenses incurred by the party of the second part including medical and hospital care if such shall be necessary. The party of the first

part further agrees to collect the rents, profits and charges hereinafter assigned and conveyed to him, to pay the taxes assessed against the following described real estate, to-wit: The Southeast Quarter (SE¼) of Section Nineteen (19), Township Seventy-six (76) North, Range Twenty-eight (28), West of the 5th P. M., Madison County, Iowa; during the life of the party of the second part; to keep the buildings situated upon said real estate insured and to make whatever repairs upon the said buildings, fences and premises as to him may appear reasonable and necessary.

That in consideration of the within and foregoing covenants by the party of the first part, the party of the second part does hereby sell, assign and set over unto the party of the first part all her right, title and interest in the Southeast Quarter (SE¼) of Section Nineteen (19), Township Seventy-six (76) North, Range Twenty-eight (28), West of the 5th P.M., Madison County, Iowa, said interest being determined by Paragraphs One and Two of the Last Will and Testament of Charles E. Howell, deceased. And the party of the second part does hereby sell, assign and set over unto the party of the first part all her right, title and interest to the lien or charge of $200.00 per annum as provided in Paragraph Three (3) of the Last Will and Testament of Charles E. Howell, deceased; the lien or charge of $200.00 per annum as provided in Paragraph Four of the Last Will and Testament of Charles E. Howell, deceased; the lien or charge of $160.00 per annum as provided in Paragraph Five of the Last Will and Testament of Charles E. Howell, deceased; the lien or charge of $140.00 per annum as provided in Paragraph Six of the Last Will and Testament of Charles E. Howell, deceased; the lien or charge of $100.00 per annum as provided in Paragraph Eight of the Last Will and Testament of Charles E. Howell, deceased; and the lien or charge in the sum of $200.00 per annum as provided in Paragraph Seven of the Last Will and Testament of Charles E. Howell, deceased, it being understood that the last mentioned lien or charge is subordinate to a first mortgage in the sum of $2200.00 held by C. H. Dabney.

It is further understood by and between the parties that in event the above mentioned rents, profits and charges which are herein assigned to the party of the first part are collectible and provide the party of the first part with more than sufficient means to enable him to pay the expenses incurred in performing the covenants herein agreed upon that said residue and balance is to be applied toward the payment of the just debts of the party of the second part.

Garland Howell
First Party.

Sarah E. Howell
Second Party.

STATE OF IOWA,)
COUNTY OF CLARKE,) ss;

On this 25th day of April, A. D. 1933, before the undersigned a Notary Public in and for the County and State aforesaid, personally appeared Garland Howell and Sarah E. Howell, personally known to me to be the persons named in and who executed the above Contract, and acknowledged that they executed the same as their voluntary act and deed.

WITNESS my hand and official seal the day and year last above written.

NOTARIAL SEAL

My commission expires July 4, 1933.

Gretta Luther
Notary Public